

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF SOUTH CAROLINA

IN RE:

Larry Kenneth Bowman, Jr.,

Debtor.

CHAPTER 13

BANKRUPTCY NO.: 23-02337-EG

NOTICE OF MOTION SEEKING
11 U.S.C. §362(d) RELIEF

TO: DEBTOR(S), TRUSTEE, AND THOSE NAMED IN THE ATTACHED MOTION

PLEASE TAKE NOTICE THAT ON **November 21, 2023 at 10:00 a.m.**, located at the United States Bankruptcy Court, King and Queen Building, 145 King Street, Room 225, Charleston, SC 29401, a hearing will be held on the attached Motion.

Within fourteen (14) days after service of the attached Motion, and the Notice of Motion, accompanied by the movant's Certification of Facts, any party objecting to the relief sought shall:

- 1) File with the Clerk of this Court a written objection to the §362 Motion;
- 2) File with the Clerk of this Court a Certification of Facts; and
- 3) Serve on the Movant items 1 & 2 above at the address shown below;
- 4) File a certificate of such service with the Clerk of this Court.

Should you fail to comply with this procedure, you may be denied the opportunity to appear and be heard on this proceeding before the court.

DATE OF ISSUANCE: October 18, 2023

MOVANT: South State Bank, N.A.

Charleston, South Carolina
October 18, 2023

By: /s/J. Ronald Jones, Jr.
J. Ronald Jones, Jr.
District Court ID: 5874
Smith Debnam Narron Drake
Saintsing & Myers, LLP
171 Church Street, Suite 120C (29401)
Post Office Box 22795
Charleston, SC 29413
Telephone: (843) 714-2535
Attorney for SouthState Bank, National Association

**UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF SOUTH CAROLINA**

IN RE:

**Larry Kenneth Bowman, Jr.,

Debtor.**

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BANKRUPTCY NO.: 23-02337-EG

MOTION FOR RELIEF FROM AUTOMATIC STAY

Secured Creditor, SouthState Bank, National Association, (“SouthState Bank”) by and through the undersigned counsel, hereby moves this Court, pursuant to 11 U.S.C. § 362(d), for a modification of the automatic stay provisions for cause, and, in support thereof, states the following:

1. Debtor, Larry Kenneth Bowman, Jr., filed a voluntary petition pursuant to Chapter 13 of the United States Bankruptcy Code on August 7, 2023.
2. Jurisdiction of this cause is granted to the Bankruptcy Court pursuant to 28 U.S.C. § 1334, 11 U.S.C. § 362(d), Fed. R. Bankr. P. 4001(a), and all other applicable rules and statutes affecting the jurisdiction of the Bankruptcy Courts generally.
3. SouthState Bank is secured by a mortgage, which was recorded on November 6, 2006, in Book 5686 at Page 186, in the Office of the Dorchester County Register of Deeds. True and accurate copies of documents establishing a perfected security interest and ability to enforce the terms of the Note and Mortgage are attached as Exhibits to SouthState Bank’s Proof of Claim, filed on October 2, 2023, as Claim 10-1.
4. The mortgage provides SouthState Bank a lien on the real property located in Dorchester County, South Carolina, and legally described as follows:

ALL that certain parcel of land, situated, in Dorchester County, State of South Carolina Community of Brandymill, being known and designated as Lot 5, Block Q, on that certain

plat entitled: "Plat Showing the Subdivision of Phase II-2, Section IV, Brandymill Subdivision, a 16.759 Acre Tract of Land, Property of the John Crosland Company, Located in Oakbrook, in the Town of Summerville, Dorchester County, South Carolina", made. by Trico Engineering and Surveying, Inc., dated October 30, 1991 and recorded in the RMC Office for Dorchester County, in Plat Cabinet H, Slide 251, said lot having such size, shape, metes, bounds, buttings and dimensions as will by reference to said plat more fully appear.

BEING the same property conveyed to Larry K. Bowman Jr., and Amy L. Bowman by Deed of Michael K. Webb and Sandra M. Webb, dated March 28, 2001, and recorded March 29, 2001, in the RMC Office for Dorchester County in Book 2648 at Page 29. Thereafter, Larry K. Bowman Jr and Amy L. Bowman, conveyed the property to Larry K. Bowman Jr., by Deed dated March 26, 2003, and recorded April 17, 2003, in the RMC Office for Dorchester County in Book 3529 at Page 78. (Hereinafter, the "Property.")

5. On August 15, 2023, Debtor filed the Chapter 13 Plan (the "Plan"), in which the Debtor proposed to pay the SouthState Bank claim in full from the proceeds of the sale of the Property and to make direct adequate protection payments to SouthState Bank in the amount of \$855.00 per month. No other information as to the sale has been provided to SouthState Bank and no payments have been received.
6. Debtor has failed to make the August 27, 2023, payment and all subsequent payments.
7. As of October 18, 2023, SouthState Bank is due the following amount of post-petition which includes the proposed adequate protection payments for August 27, 2023 and September 27, 2023, for a total of \$1,710.00. On October 27, 2023, an additional post petition adequate protection payment will be due.
8. Additionally, as of the date the Petition was filed, SouthState Bank was owed \$40,247.69 in pre-petition arrearage.
9. SouthState Bank's security interest in the subject property is being significantly jeopardized by Debtor's failure to comply with the terms of the subject loan documents and Plan while SouthState Bank is prohibited from pursuing lawful remedies to protect such interest. SouthState Bank has no protection against the diminishing value of its

collateral position and no other form of adequate protection has been proposed or provided.

10. If SouthState Bank is not permitted to enforce its security interest in the collateral or be provided with adequate protection, it will suffer irreparable injury, loss, and damage.
11. SouthState Bank respectfully requests the Court grant it relief from the Automatic Stay in this cause pursuant to §362(d)(1) of the Bankruptcy Code, for cause, namely the lack of adequate protection to SouthState Bank for its interest in the above stated collateral.
12. SouthState Bank has incurred court costs and attorney's fees in this proceeding and will incur additional fees, costs and expenses in foreclosing the Mortgage and in preserving and protecting the property, all of which additional sums are secured by the lien of the Mortgage. SouthState Bank seeks an award of its reasonable attorneys' fees and costs, or alternatively, leave to seek recovery of its reasonable attorneys' fees and costs in any pending or subsequent foreclosure proceeding.
13. SouthState Bank agrees to waive any claim that may arise under 11 U.S.C § 503(b) or § 507(b) as a result of this Motion. SouthState Bank further agrees that any funds realized from the sale of the collateral, in excess of all liens, costs and expenses, will be paid to the Trustee.

WHEREFORE, Movant prays that this Court issue an Order terminating or modifying the stay and granting the following:

- (i) The Automatic Stay entered by this Honorable Court pursuant to 11 U.S.C. § 362 be terminated to allow Movant to exercise its right to take any and all action necessary and appropriate to enforce Movant's interest against the Property, including but not limited to foreclosure pursuant to state law;

- (ii) That the Order be binding and effective despite any conversion of this bankruptcy case to a case under any other chapter of Title 11 of the United States Code;
- (iii) For its attorney's fees and costs expended; and
- (iv) For such other relief as justice may require and the Court deems proper.

(Signature Page to Follow)

Charleston, South Carolina
October 18, 2023

By: /s/J. Ronald Jones, Jr.
J. Ronald Jones, Jr.
District Court ID: 5874
Smith Debnam Narron Drake
Saintsing & Myers, LLP
171 Church Street, Suite 120C (29401)
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Charleston, SC 29413
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Attorney for SouthState Bank, National Association

UNITED STATES BANKRUPTCY COURT
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CERTIFICATION OF FACTS

In the above-entitled proceeding, in which relief is sought by SouthState Bank, National Association, from the automatic stay provided by 11 U.S.C. § 362, I do hereby certify to the best of my knowledge the following:

1. Nature of Movant's Interest:

Movant is the holder of the Note and has a perfected security interest in the below-referenced property.

2. Brief Description of Security Agreement, copy attached (if applicable).

Copies of the Note with any required endorsements, Recorded Mortgage, and any other applicable documentation supporting the right to seek a lift of the automatic stay and foreclose, are attached as exhibits to Claim 10-1 and incorporated herein.

3. Description of Property Encumbered by Stay (include serial number, lot and block number, etc.).

ALL that certain parcel of land, situated, in Dorchester County, State of South Carolina Community of Brandymill, being known and designated as Lot 5, Block Q, on that certain plat entitled: "Plat Showing the Subdivision of Phase II-2, Section IV, Brandymill Subdivision, a 16.759 Acre Tract of Land, Property of the John Crosland Company, Located in Oakbrook, in the Town of Summerville, Dorchester County, South Carolina", made. by Trico Engineering and Surveying, Inc., dated October 30, 1991 and recorded in the RMC Office for Dorchester County, in Plat Cabinet H, Slide 251, said lot having such size, shape, metes, bounds, buttings and dimensions as will by reference to said plat more fully appear.

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4. Basis for Relief (property not necessary for reorganization, debtor has no equity, property not property of estate, etc.) include applicable subsection of 11 U.S.C. § 362).
Pursuant to §362(d)(1) of the Bankruptcy Code, for cause, namely the lack of adequate protection to Secured Creditor for its interest in the above stated collateral. Moreover, as the Debtor proposes to sell the Property pledged as collateral for the obligation, the property is not necessary to an effective reorganization.
5. Prior Adjudication by Other Courts, copy attached (Decree of Foreclosure, Order for Possession, Levy of Execution, etc., if applicable).
Decree of Foreclosure entered November 22, 2021
6. Valuation of Property, copy of Valuation attached (Appraisal, Blue Book, etc.):

Fair Market Value:	unknown
Liens (Mortgages):	\$40,247.69
Equity Before Exemption:	\$0.00
Debtor's Exemption:	Unknown/None
Net Equity:	\$0.00
Source/Basis of Value:	
7. Amount of Debtor's Estimated Equity (using figures from paragraph 6, supra).
Unknown
8. Month and Year in Which First Direct Post-petition Payment Came Due to Movant (if applicable).
August 27, 2023
9. (a) For Movant/Lienholder (if applicable):
List or attach a list of all post-petition payments received directly from debtor(s), clearly showing date received, amount, and month and year for which each such payment was applied.
(See attached Exhibit A)

(b) For Objecting Party (if applicable): List or attach a list of all post-petition payments included in the Movant's list from (a) above which objecting party disputes as having been made. Attach written proof of such payment(s) or a statement as to why such proof is not available at the time of filing this objection.
10. Month and Year for Which Post-petition Account of Debtor(s) is Due as of the Date of this Motion:
August 27, 2023 (See attached Exhibit A)

(Signature Page to Follow)

Charleston, South Carolina
October 18, 2023

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J. Ronald Jones, Jr.
District Court ID: 5874
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Saintsing & Myers, LLP
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Charleston, SC 29413
Telephone: (843) 714-2535
Attorney for SouthState Bank, National Association

EXHIBIT A
POST PETITION PAY HISTORY

Payment Amount	Payment Date	Date Received	Amount Received	Amount Applied	Balance Due
\$855.00	August 27, 2023	none	\$0.00	\$0.00	\$855.00
\$855.00	September 27, 2023	none	\$0.00	\$0.00	\$855.00
				Total	\$1,710.00

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CERTIFICATE OF SERVICE

I, the undersigned, do hereby certify that on today's date, I served on the persons below a copy of the **Notice of Motion, Motion to Modify Stay, and Movant's Certification of Facts** in the above-referenced case by either electronic mail in accordance with U.S. Bankruptcy Court, District of South Carolina, Operating Order 08-07, with respect to CM/ECF Participants, or depositing same in the United States Mail with sufficient postage affixed and addressed as follows, with respect to all other persons:

David C. Gaffney
Gaffney Law Firm, P.A.,
PO Box 3966
West Columbia, SC 29171
Attorney for the Debtor

Larry Kenneth Bowman, Jr.
212 Thomaston Ave
Summerville, SC 29485
Debtors

James M. Wyman
Chapter 13 Trustee Office
PO Box 997
Mount Pleasant, SC 29465
Trustee

US Trustee's Office
Strom Thurmond Federal Building
1835 Assembly Street, Suite 953
Columbia, SC 29201
US Trustee

/s/ Janet Craig Jackson

Janet Craig Jackson, paralegal to
J. Ronald Jones, Jr., ID: 5874
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Charleston, South Carolina
October 18, 2023